

Exhibit “A”

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SCHEDULES TO
ASSET PURCHASE AGREEMENT
dated as of
February 8, 2010
by and between
ARENA MEDIA NETWORKS, LLC
and
ACCESS 360 MEDIA, INC.

(updated as of March 19, 2010)

These Schedules are delivered pursuant to the Asset Purchase Agreement (the “**Agreement**”), dated as of February 8, 2010, by and between ARENA MEDIA NETWORKS LLC, a New York limited liability company, and ACCESS 360 MEDIA, INC., a Delaware corporation. Capitalized terms used but not defined herein have the meanings given to them in the Agreement.

These Schedules may include items or information that the Seller is not required to disclose under the Agreement. Inclusion of information herein shall not be construed as an admission that such information is material to the business, financial position or results of operation of the Seller. The information contained herein is disclosed solely for the purposes of the Agreement, and no information contained herein shall be deemed to be an admission by the Seller to any third party of any matter whatsoever, including without limitation, any violation of law or breach of any agreement.

Schedule 2.1(c) – Tangible Personal Property

[See attached list]

ARENA MEDIA NETWORKS, LLC
FIXED ASSET LEDGER

12.00

Group	Asset	Location	Property Description	Date	Cost	Less: Disposals	Remaining Cost	2005	Depreciation 2006	2007	2008	2009	Accumulated Depreciation	Disposals	Accumulated Depreciation	Monthly entry
Computer equipment	23 401 Park Ave, NY		Computers	12/1/2005	12,800.00		12,800.00	106.67	2,560.00	2,560.00	2,559.96	2,559.96	10,346.59		10,346.59	213.33
	55 401 Park Ave, NY		Computers	7/1/2006	4,247.32		4,247.32	0.00	424.73	849.46	849.48	849.48	2,973.15		2,973.15	70.79
	Jun 07 401 Park Ave, NY		Computers	6/20/2007	2,275.85		2,275.85	0.00	227.58	455.16	455.16	455.16	1,175.84		1,175.84	37.93
	Nov 07 401 Park Ave, NY		Computers	11/21/2007	2,838.85	(3,065.69)	2,838.85	0.00	185.32	369.85	369.85	369.85	1,178.75		1,178.75	47.15
	Dec 07 401 Park Ave, NY		Computers	12/1/2007	2,838.85		2,838.85	0.00	47.15	565.80	565.80	565.80	3,748.80		3,748.80	170.40
	Mar 08 401 Park Ave, NY		Computers	3/31/2008	10,223.76		10,223.76	0.00	1,022.37	3,542.78	3,542.78	3,542.78	12,400.50		12,400.50	59.05
	Apr 08 401 Park Ave, NY		Computers	4/30/2008	3,542.78		3,542.78	0.00	354.28	708.60	708.60	708.60	2,867.80		2,867.80	143.39
	May 08 401 Park Ave, NY		Computers	5/31/2008	8,603.68		8,603.68	0.00	860.37	1,720.68	1,720.68	1,720.68	2,342.51		2,342.51	123.29
	Jun 08 401 Park Ave, NY		Computers	6/30/2008	7,397.38		7,397.38	0.00	739.74	1,479.48	1,479.48	1,479.48	2,342.51		2,342.51	123.29
	Jul 08 401 Park Ave, NY		Computers	7/31/2008	2,522.80		2,522.80	0.00	252.28	504.60	504.60	504.60	756.90		756.90	42.05
Development costs	Aug 08 401 Park Ave, NY		Computers	8/31/2008	1,312.35		1,312.35	0.00	131.23	262.44	262.44	262.44	371.79		371.79	21.87
	Sep 08 401 Park Ave, NY		Computers	9/30/2008	6,291.32		6,291.32	0.00	629.13	419.44	419.44	419.44	1,677.76		1,677.76	104.86
	Oct 08 401 Park Ave, NY		Computers	10/31/2008	1,355.52		1,355.52	0.00	135.52	67.77	67.77	67.77	338.85		338.85	22.59
	Nov 08 401 Park Ave, NY		Computers	11/30/2008	7,383.79		7,383.79	0.00	738.37	1,476.72	1,476.72	1,476.72	2,840.40		2,840.40	123.06
	Mar 09 401 Park Ave, NY		Computers	3/31/2009	1,706.64	(3,065.69)	1,706.64	106.67	2,984.73	3,907.45	10,636.78	14,940.36	32,575.99		32,575.99	1,249.77
	May 09 AMN TV interface		Equipment	5/31/2009	40,000.00		40,000.00	0.00	0.00	0.00	0.00	0.00	5,333.56		5,333.56	666.67
	Jun 09 AMN TV interface		Equipment	6/30/2009	30,000.00		30,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00		4,000.00	500.00
	May 09 AMN TV interface		Equipment	5/31/2009	23,000.00		23,000.00	0.00	0.00	0.00	0.00	0.00	3,066.64		3,066.64	383.33
	Jun 09 AMN TV interface		Equipment	6/30/2009	8,000.00		8,000.00	0.00	0.00	0.00	0.00	0.00	933.31		933.31	133.33
	Equipment				10,000.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00	13,333.31	0.00	13,333.31	1,683.33
Equipment				12/31/2008	39,201.23		39,201.23	0.00	0.00	0.00	653.35	7,840.20	8,493.55		8,493.55	653.35
Equipment				3/31/2008	39,201.23		39,201.23	0.00	0.00	0.00	653.35	7,840.20	8,493.55		8,493.55	653.35
Equipment				15/06/14/00	15,614.40		15,614.40	0.00	0.00	0.00	25,760.10	30,922.92	56,692.02		56,692.02	2,576.91
Equipment				44/360/28	44,360.28		44,360.28	0.00	0.00	0.00	5,914.72	8,872.08	14,786.80		14,786.80	739.34
Equipment				101/227/56	101,227.56		101,227.56	0.00	0.00	0.00	11,809.91	11,809.91	1,809.91		1,809.91	1,687.13
Equipment				300/202/24	0.00	300,202.24	0.00	0.00	0.00	0.00	31,683.82	51,604.91	83,288.73		83,288.73	5,003.38
Equipment				54/823/51	54,823.51	0.00	54,823.51	0.00	0.00	0.00	913.73	10,964.76	11,878.49		11,878.49	913.73
Equipment				92/788/92	92,788.92	0.00	92,788.92	18,557.78	18,557.78	18,557.78	18,557.78	92,788.92	92,788.92		92,788.92	1,540.48
Equipment				144/5/75	1,445.75	0.00	1,445.75	0.00	0.00	0.00	289.15	289.20	450.47		450.47	18.77
Equipment				1,126/13	1,126.13	0.00	1,126.13	0.00	0.00	0.00	232.23	232.24	450.47		450.47	18.77
Equipment				2,390/96	2,390.96	0.00	2,390.96	0.00	0.00	0.00	438.55	478.20	916.55		916.55	39.85
Equipment				1,622/05	1,622.05	0.00	1,622.05	0.00	0.00	0.00	216.27	324.36	540.63		540.63	27.03
Equipment				99/373/81	99,373.81	0.00	99,373.81	18,557.78	18,557.78	18,557.78	19,726.81	19,726.81	95,708.64		95,708.64	1,656.23
Equipment				114/512/92	(114,512.92)	(114,512.92)	0.00	0.00	0.00	0.00	22,902.58	22,902.58	0.00	62,982.12	0.00	0.00
Equipment				137/649/18	137,649.18	0.00	137,649.18	0.00	0.00	0.00	20,647.38	27,529.80	75,706.98		75,706.98	2,294.15
Equipment				185/371/31	185,371.31	0.00	185,371.31	0.00	0.00	0.00	27,529.80	27,529.80	139,328.52		139,328.52	3,096.19
Equipment				14/661/07	14,661.07	0.00	14,661.07	0.00	0.00	0.00	2,932.20	2,932.20	5,864.40		5,864.40	244.35
Equipment				10/565/02	10,565.02	0.00	10,565.02	0.00	0.00	0.00	1,936.88	2,112.96	4,049.84		4,049.84	176.08
Equipment				216/397/44	0.00	216,397.44	0.00	0.00	0.00	0.00	720.00	1,080.00	1,800.00		1,800.00	90.00
Equipment				45/818/60	45,818.60	0.00	45,818.60	0.00	0.00	0.00	42,743.36	42,743.36	151,042.76		151,042.76	3,606.62
Equipment				164/29/35	164,293.35	0.00	164,293.35	0.00	0.00	0.00	91,563.32	91,563.32	343,362.33		343,362.33	7,630.28
Equipment				18/203/00	18,203.00	0.00	18,203.00	0.00	0.00	0.00	3,640.96	3,640.96	62,499.92		62,499.92	788.33
Equipment				18/203/00	18,203.00	0.00	18,203.00	0.00	0.00	0.00	3,640.96	3,640.96	62,499.92		62,499.92	788.33
Equipment				10/921/80	10,921.80	0.00	10,921.80	0.00	0.00	0.00	2,092.33	2,092.33	4,186.69		4,186.69	182.03
Equipment				8/098/70	8,098.70	0.00	8,098.70	0.00	0.00	0.00	1,079.84	1,079.84	2,699.60		2,699.60	134.98
Equipment				46/204/11	46,204.11	0.00	46,204.11	0.00	0.00	0.00	6,160.56	6,160.56	16,056.40		16,056.40	770.07
Equipment				765/89/56	765,899.56	0.00	765,899.56	0.00	0.00	0.00	6,297.04	6,297.04	26,970.04		26,970.04	787.13
Equipment				47/227/50	47,227.50	0.00	47,227.50	0.00	0.00	0.00	13,371.75	14,951.20	46,951.20		46,951.20	1,275.00
Equipment				68/56/35	68,562.35	0.00	68,562.35	0.00	0.00	0.00	1,109.37	1,331.44	14,421.81		14,421.81	1,109.37
Equipment				68/56/35	68,562.35	0.00	68,562.35	0.00	0.00	0.00	1,109.37	1,331.44	14,421.81		14,421.81	1,109.37
Equipment				21/484/40	21,484.40	0.00	21,484.40	0.00	0.00	0.00	35,247.48	42,296.88	77,544.28		77,544.28	3,524.74
Equipment				60/478/97	0.00	60,478.97	0.00	0.00	0.00	0.00	8,063.84	12,095.76	20,159.60		20,159.60	1,007.98
Equipment				21/963/37	21,963.37	0.00	21,963.37	0.00	0.00	0.00	43,331.24	34,923.64	97,703.88		97,703.88	4,373.72
Equipment				184/609/00	184,609.00	0.00	184,609.00	0.00	0.00	0.00	36,921.84	36,921.84	101,535.03		101,535.03	3,076.82
Equipment				(8/989/71)	(8,989.71)	0.00	(8,989.71)	0.00	0.00	0.00	(999.32)	(999.32)	(2,997.28)		(2,997.28)	(149.83)
Equipment				175/612/29	0.00	175,612.29	0.00	0.00	0.00	0.00	36,322.88	36,322.88	99,137.75		99,137.75	2,926.99
Equipment				68/591/98	68,591.98	0.00	68,591.98	0.00	0.00	0.00	4,573.80	3,718.40	18,291.20		18,291.20	1,413.30
Equipment				97/143/57	97,143.57	0.00	97,143.57	0.00	0.00	0.00	6,952.10	19,428.72	26,380.82		26,380.82	1,619.06
Equipment				185/77/30	185,773.30	0.00	185,773.30	0.00	0.00	0.00	37,154.64	37,154.64	139,329.90		139,329.90	3,096.22
Equipment				78/480/00	78,480.00	0.00	78,480.00	0.00	0.00	0.00	15,696.00	15,696.00	34,008.00		34,008.00	1,308.00
Equipment				1/1/2007	156,960.00	0.00	156,960.00	0.00	0.00	0.00	31,392.00	31,392.00	65,400.00		65,400.00	2,616.00
Equipment				26/573/40	26,573.40	0.00	26,573.40	0.00	0.00	0.00	5,314.68	5,314.68	10,629.36		10,629.36	442.89
Equipment				26/160/00	26,160.00	0.00	26,160.00	0.00	0.00	0.00	4,360.00	4,360.00	9,592.00		9,592.00	486.00
Equipment				501/537/96	501,537.96	0.00	501,537.96	0.00	0.00	0.00	42,386.44	42,386.44	262,178.28		262,178.28	3,588.97
Equipment				179/830/21	179,830.21	0.00	179,830.21	0.00	0.00	0.00	26,974.53	35,966.04	98,906.61		98,906.61	2,997.17

EW	EQ	51 Detroit, MI	Electrical Work	10/4/2006	77,581.89	77,581.89	0.00	3,879.10	15,516.38	15,516.38	50,428.20	50,428.20	1,293.03
EW	EQ	67 Detroit, MI	Electrical Work	4/1/2007	1,500.00	1,500.00	0.00	22,075.58	29,434.08	29,434.08	825.00	825.00	25.00
EQ	EQ	141/170/51	Equipment	4/15/2006	147,170.51	147,170.51	0.00	22,075.58	29,434.08	29,434.08	110,377.84	110,377.84	24,532.84
EQ	EQ	67 Detroit, MI	Equipment	6/1/2006	1,500.00	1,500.00	0.00	22,075.58	29,434.08	29,434.08	825.00	825.00	25.00
EQ	EQ	53/1/2008	Equipment	5/31/2008	1,409.60	1,409.60	0.00	0.00	1,879.12	2,818.68	4,697.80	4,697.80	234.89
EQ	EQ	Dec 08 E. Rutherford - IZOD	Equipment	12/31/2008	32,079.41	32,079.41	0.00	26,729.68	48,875.38	58,931.48	59,817.00	196,407.60	4,989.25
EQ	EQ	May 09 E. Rutherford - IZOD	Equipment	5/31/2009	18,158.55	18,158.55	0.00	0.00	0.00	534.66	6,415.92	6,950.58	534.66
EQ	EQ	16 Fishing, NY	Convergent	5/1/2005	50,237.96	50,237.96	0.00	0.00	0.00	8,837.04	9,371.70	0.00	302.64
EQ	EQ	16 Fishing, NY	Equipment	15/6/00	15,600.00	15,600.00	0.00	2,680.00	3,120.00	3,120.00	0.00	0.00	0.00
PS	PS	22 SONY Plasma Screens	Equipment	5/1/2005	209,534.48	209,534.48	0.00	90,363.37	27,987.92	41,906.88	180,727.1	171,731.28	84,339.19
PS	PS	Installation of SONY Plasma Screens	Equipment	5/1/2005	74,332.46	74,332.46	0.00	9,910.99	14,866.49	14,866.49	54,510.41	54,510.41	1,506.06
EQ	EQ	15 Fishing, NY	Equipment	5/1/2005	21,664.16	21,664.16	0.00	0.00	0.00	4,332.84	8,665.68	0.00	8,665.68
EQ	EQ	12n Fishing, NY	Equipment	2/29/2008	23,310.94	23,310.94	0.00	0.00	0.00	4,332.84	8,665.68	0.00	8,665.68
EQ	EQ	May 08 Fishing, NY	Equipment	5/31/2008	2,202.39	2,202.39	0.00	0.00	0.00	2,935.68	1,965.80	4,897.48	3,272.99
EQ	EQ	65 Houston, TX	Equipment	4/1/2007	47,841.105	47,841.105	0.00	39,928.91	74,822.27	82,286.73	104,582.51	104,582.51	2,391.85
EQ	EQ	Aug 07 Houston, TX	Equipment	8/14/2007	18,822.22	18,822.22	0.00	0.00	0.00	28,535.84	28,702.20	3,056.99	3,112.32
EQ	EQ	Jan 08 Houston, TX	Equipment	1/28/2008	10,954.90	10,954.90	0.00	0.00	0.00	4,862.99	974.60	5,837.59	583.99
EQ	EQ	Jan 08 Houston, TX	Equipment	2/29/2008	6,572.94	6,572.94	0.00	0.00	0.00	2,109.96	4,381.92	4,381.92	182.58
EQ	EQ	Feb 08 Houston, TX	Equipment	2/29/2008	21,729.84	21,729.84	0.00	0.00	0.00	1,205.05	1,314.60	2,519.65	109.55
EQ	EQ	11 Indianapolis, IN	Sony Plasma Screens	1/2/2005	95,414.93	95,414.93	0.00	19,082.99	19,082.99	19,082.99	19,082.99	19,082.99	1,590.25
EQ	EQ	Feb 08 Indianapolis, IN	Equipment	1/28/2008	1,072.50	1,072.50	0.00	0.00	0.00	214.56	429.12	429.12	17.88
EQ	EQ	Feb 08 Indianapolis, IN	Equipment	2/29/2008	2,277.10	2,277.10	0.00	0.00	0.00	450.00	372.85	372.85	37.56
EQ	EQ	May 08 Indianapolis, IN	Equipment	5/31/2008	2,167.20	2,167.20	0.00	0.00	0.00	214.56	429.12	429.12	17.88
EW	EW	31 Los Angeles, CA	Electrical Work	4/3/2006	29,216.63	29,216.63	0.00	19,082.99	19,082.99	20,231.68	97,488.14	97,488.14	1,684.64
EQ	EQ	43 Los Angeles, CA	Equipment	4/15/2006	183,272.52	183,272.52	0.00	27,490.88	36,654.50	36,654.50	137,454.34	137,454.34	3,054.54
EQ	EQ	12n Los Angeles, CA	Equipment	1/28/2008	17,187.39	17,187.39	0.00	0.00	0.00	3,437.52	6,875.04	6,875.04	286.46
EQ	EQ	Apr 08 Los Angeles, CA	Equipment	4/30/2008	4,531.27	4,531.27	0.00	0.00	0.00	6,526.80	8,702.40	15,229.20	725.20
EQ	EQ	May 08 Los Angeles, CA	Equipment	5/31/2008	17,612.71	17,612.71	0.00	0.00	0.00	2,031.04	34,522.56	57,537.60	2,876.88
EQ	EQ	Jun 08 Los Angeles, CA	Equipment	6/30/2008	4,531.69	4,531.69	0.00	0.00	0.00	6,526.80	8,702.40	15,229.20	725.20
EQ	EQ	Jul 08 Los Angeles, CA	Equipment	7/31/2008	4,531.69	4,531.69	0.00	0.00	0.00	6,526.80	8,702.40	15,229.20	725.20
EQ	EQ	May 09 Los Angeles, CA	Equipment	5/31/2009	51,040.76	51,040.76	0.00	0.00	0.00	4,351.68	11,055.94	13,055.94	725.28
EQ	EQ	Jun 09 Los Angeles, CA	Equipment	6/30/2009	3,932.61	3,932.61	0.00	0.00	0.00	6,805.44	6,805.44	850.48	850.48
EQ	EQ	May 09 Los Angeles Angels	Equipment	5/31/2009	577,880.78	577,880.78	0.00	31,873.38	42,497.83	83,747.54	111,884.66	209,964.41	9,631.34
EQ	EQ	8 Miami, FL	Sony Plasma Screens	12/2/05	53,982.15	53,982.15	0.00	0.00	0.00	0.00	7,197.60	7,197.60	899.70
EQ	EQ	13 Miami, FL	Cables for Plasma displays	12/2/05	3,083.74	3,083.74	0.00	18,324.56	18,324.56	18,324.56	9,197.60	9,197.60	1,570.00
EQ	EQ	59 Miami, FL	Equipment	3/30/2007	9,378.56	9,378.56	0.00	616.75	616.75	616.80	3,083.85	3,083.85	51.40
EQ	EQ	Jun 07 Miami, FL	Equipment	6/1/2007	8,426.25	8,426.25	0.00	0.00	0.00	1,563.09	1,875.72	5,314.53	156.31
EQ	EQ	Jun 08 Miami, FL	Equipment	1/28/2008	1,147.58	1,147.58	0.00	0.00	0.00	983.06	1,685.28	4,353.62	140.44
EQ	EQ	Feb 08 Miami, FL	Equipment	2/29/2008	2,436.50	2,436.50	0.00	0.00	0.00	229.56	459.12	459.12	19.13
EQ	EQ	May 08 Miami, FL	Equipment	5/31/2008	1,436.57	1,436.57	0.00	0.00	0.00	446.71	487.32	934.03	40.61
EQ	EQ	May 09 Miami, FL	Equipment (moved to Washington in Sep 09)	5/31/2009	10,696.37	10,696.37	0.00	0.00	0.00	191.52	287.28	478.80	25.94
EQ	EQ	61 Milwaukee, WI	Equipment	3/27/2006	19,627.39	19,627.39	0.00	18,851.35	21,397.51	23,280.19	24,729.42	107,109.86	1,951.38
EQ	EQ	Jul 07 Milwaukee, WI	Equipment	7/31/2007	15,625.00	15,625.00	0.00	0.00	0.00	294,41.32	39,255.12	107,951.56	3,271.26
EQ	EQ	36 Minneapolis, MN	Plasma-based Digital Signage System	4/3/2006	43,672.24	43,672.24	0.00	6,530.84	8,734.45	8,734.45	32,754.17	32,754.17	727.87
EQ	EQ	Jun 07 Minneapolis, MN	Equipment	6/1/2007	9,949.95	9,949.95	0.00	0.00	0.00	1,162.58	1,992.96	5,148.50	160.08
EQ	EQ	Feb 08 Minneapolis, MN	Equipment	2/29/2008	6,339.80	6,339.80	0.00	0.00	0.00	1,162.58	1,992.96	5,148.50	160.08
EQ	EQ	May 08 Minneapolis, MN	Equipment	5/31/2008	4,451.20	4,451.20	0.00	0.00	0.00	1,162.58	1,992.96	5,148.50	160.08
EW	EW	56 Nassau Coliseum	Electrical Work	12/1/2006	35,737.63	35,737.63	0.00	6,530.84	8,987.03	14,176.42	14,578.68	45,202.97	1,214.89
EQ	EQ	54 Nassau Coliseum	Plasma Screens	12/1/2006	147,730.00	147,730.00	0.00	2,462.16	29,546.00	29,546.04	91,100.24	91,100.24	2,462.17
EQ	EQ	Oct 08 Nassau Coliseum	Equipment	10/31/2008	18,748.83	18,748.83	0.00	0.00	0.00	937.44	3,749.76	4,687.20	312.48
EQ	EQ	May 09 New York - Citifield	Equipment	5/31/2009	71,105.28	71,105.28	0.00	3,075.16	36,662.00	37,651.00	115,851.00	115,851.00	2,135.00
EQ	EQ	Dec 08 New York - MSG	Equipment	12/31/2008	123,782.89	123,782.89	0.00	0.00	0.00	2,063.05	9,480.72	9,480.72	1,185.09
EQ	EQ	May 09 New York - MSG	Equipment	5/31/2009	81,855.31	81,855.31	0.00	0.00	0.00	2,063.05	24,756.60	26,819.65	2,063.05
EQ	EQ	34 Oakland, CA	Electrical Work	4/3/2006	205,638.20	205,638.20	0.00	0.00	0.00	10,914.08	10,914.08	10,914.08	1,394.26
EQ	EQ	3 Oakland, CA	Electrical Work	12/2/05	43,250.00	43,250.00	0.00	6,487.50	8,650.00	8,649.96	32,437.42	32,437.42	720.83
EQ	EQ	7 Oakland, CA	Sony Plasma Screens	12/2/05	11,412.08	11,412.08	0.00	2,483.30	2,483.30	2,483.30	11,412.08	11,412.08	200.00
EQ	EQ	TVM Sony-50FWD50ps 1/b	Equipment	2/15/2006	7,652.47	7,652.47	0.00	22,284.22	22,284.22	22,284.24	11,421.14	11,421.14	1,857.02
EQ	EQ	32 Oakland, CA	Electrical work	4/4/2006	6,300.00	6,300.00	0.00	1,402.95	1,530.49	1,530.48	5,994.40	5,994.40	127.54
EQ	EQ	44 Oakland, CA	Equipment	4/15/2006	125,680.68	125,680.68	0.00	0.00	0.00	1,260.00	1,260.00	4,725.00	105.00
EQ	EQ	Feb 08 Oakland, CA	Equipment	2/29/2008	15,258.39	15,258.39	0.00	0.00	0.00	251.3614	251,361.6	94,260.56	2,094.68
EQ	EQ	May 08 Oakland, CA	Equipment	5/31/2008	2,361.48	2,361.48	0.00	0.00	0.00	3,051.72	5,849.13	5,849.13	254.31
EQ	EQ	Sep 08 Oakland, CA	Equipment	9/30/2008	14,425.14	14,425.14	0.00	0.00	0.00	2,612.32	7,688.20	7,688.20	284.36
EQ	EQ	May 09 Oakland, CA	Equipment	5/31/2009	54,711.07	54,711.07	0.00	0.00	0.00	961.68	2,885.04	3,846.72	240.42
EQ	EQ	Dec 08 Orlando	Equipment	12/31/2008	440,496.11	440,496.11	0.00	44,049.61	55,055.17	63,944.25	72,325.11	73,302.80	912.85
EQ	EQ	Jan 09 Orlando	Equipment	1/31/2009	51,978.82	51,978.82	0.00	0.00	0.00	866.31	84,441.92	303,140.07	7,341.61
EW	EW	45 Phoenix, AZ	Electrical Work	4/3/2006	54,259.00	54,259.00	0.00	0.00	0.00	10,914.08	11,262.03	11,262.03	866.31
EQ	EQ	9 San Antonio, TX	Sony Plasma Screens	1/2/2005	106,561.36	106,561.36	0.00	32,827.32	43,769.77	43,769.76	21,312.24	106,561.29	1,776.02
EQ	EQ	May 08 San Antonio, TX	Equipment	5/31/2008	1,591.96	1,591.96	0.00	0.00	0.00	21,312.24	318.36	530.60	26.53
EQ	EQ	Jun 08 San Antonio, TX	Equipment	6/30/2008	950.00	950.00	0.00	0.00	0.00	11,081	189.96	300.77	15.83
EQ	EQ	47 San Diego, CA	Equipment	5/1/2006	109,013.32	109,013.32	0.00	109,013.32	21,312.27	21,312.27	21,312.27	21,312.27	87,292.66
					114,423.51	114,423.51	0.00	15,256.46	22,884.72	22,884.72	85,910.66	1,507.16	

EQ	Jun 07	San Diego, CA	Equipment	17,014.28	0.00	0.00	1,985.00	3,402.84	3,402.84	8,790.68	283.57
EQ	2/29/2008	San Diego, CA	Equipment	8,669.57	0.00	0.00	0.00	0.00	0.00	3,323.27	144.49
EQ	5/31/2008	San Diego, CA	Equipment	22,146.15	0.00	0.00	0.00	0.00	0.00	7,882.00	369.10
EQ	7/1/2006	San Francisco, CA	Equipment	107,318.91	0.00	0.00	15,429.00	21,463.78	21,463.78	103,543.43	2,710.00
EQ	7/1/2006	San Francisco, CA	Equipment	107,318.91	0.00	0.00	10,731.90	21,463.78	21,463.78	59,025.13	0.00
EQ	1/26/2008	San Francisco, CA	Equipment	14,823.78	0.00	0.00	0.00	0.00	0.00	3,705.90	0.00
EQ	2/29/2008	San Francisco, CA	Equipment	17,227.46	0.00	0.00	0.00	0.00	0.00	3,158.32	0.00
EQ	5/31/2008	San Francisco, CA	Equipment	12,495.13	0.00	0.00	0.00	0.00	0.00	801.36	0.00
EQ	5/31/2008	San Francisco, CA	Equipment	65,074.76	0.00	0.00	0.00	0.00	0.00	1,666.00	0.00
EQ	12/31/2008	St. Pete Times, FL	Equipment	21,930.00	0.00	0.00	0.00	0.00	0.00	8,676.64	0.00
EQ	12/31/2008	St. Pete Times, FL	Equipment	51,729.11	0.00	0.00	10,731.90	21,463.78	21,463.78	16,269.88	0.00
EQ	5/31/2008	Tampa, FL	Equipment	62,485.47	0.00	0.00	0.00	0.00	0.00	7,718.40	0.00
EQ	5/31/2008	Tampa, FL	Equipment	54,748.69	0.00	0.00	0.00	0.00	0.00	11,301.90	0.00
EQ	10/31/2008	Tampa, FL	Equipment	18,748.83	0.00	0.00	0.00	0.00	0.00	11,207.95	0.00
EQ	6/30/2009	Tampa, FL	Equipment	62,263.42	0.00	0.00	0.00	0.00	0.00	7,264.32	0.00
EQ	12/31/2008	Tampa - Bank Atlantic	Equipment	51,571.36	0.00	0.00	0.00	0.00	0.00	9,758.40	0.00
EQ	12/31/2008	Tampa - Bank Atlantic	Equipment	51,571.36	0.00	0.00	0.00	0.00	0.00	31,591.90	0.00
EQ	1/26/2006	Toyota Center, Houston	Equipment	39,928.01	0.00	0.00	0.00	0.00	0.00	11,591.90	0.00
EQ	4/3/2006	Toyota Center, Houston	Equipment	4,803.82	0.00	0.00	7,201.41	7,985.60	7,985.60	31,277.02	0.00
EQ	2/13/2007	Toyota Center, Houston	Equipment	9,033.47	0.00	0.00	1,656.14	1,800.72	1,800.72	3,602.77	0.00
EQ	5/31/2008	Toyota Center, Houston	Equipment	8,840.78	0.00	0.00	0.00	0.00	0.00	1,769.20	0.00
EQ	3/31/2008	Washington Nationals	Equipment	21,600.08	0.00	0.00	8,040.11	10,602.50	10,602.50	2,947.09	0.00
EQ	5/31/2008	Washington Nationals	Equipment	67,809.79	0.00	0.00	0.00	0.00	0.00	1,451.88	0.00
EQ	5/31/2008	Washington Nationals	Equipment	59,397.82	0.00	0.00	0.00	0.00	0.00	9,041.28	0.00
EQ	5/31/2008	Washington Redskins	Equipment	37,070.30	0.00	0.00	0.00	0.00	0.00	7,919.68	0.00
EQ	5/31/2008	Washington Redskins	Equipment	1,517.50	0.00	0.00	0.00	0.00	0.00	202.32	0.00
EQ	5/31/2008	Washington Redskins	Equipment	76,699.71	0.00	0.00	0.00	0.00	0.00	10,226.64	0.00
EQ	9/30/2009	Washington Redskins	Equipment	28,827.50	0.00	0.00	0.00	0.00	0.00	1,988.52	0.00
EQ	12/31/2008	Washington, DC	Equipment	12,691.38	0.00	0.00	0.00	0.00	0.00	11,522.18	0.00
EQ	1/26/2008	Washington, DC	Equipment	2,003.96	0.00	0.00	0.00	0.00	0.00	801.60	0.00
EQ	2/29/2008	Washington, DC	Equipment	19,904.90	0.00	0.00	0.00	0.00	0.00	7,630.25	0.00
EQ	5/31/2008	Washington, DC	Equipment	1,179.35	0.00	0.00	0.00	0.00	0.00	393.20	0.00
EQ	5/31/2008	Washington, DC	Equipment	31,170.87	0.00	0.00	0.00	0.00	0.00	10,990.20	0.00
EQ	12/31/2008	Yankees Stadium	Equipment	17,950.46	0.00	0.00	24,738.28	24,738.28	24,738.28	1,305.37	0.00
EQ	4/15/2006	Yankees Stadium	Equipment	22,700.41	0.00	0.00	34,155.06	45,540.08	45,540.08	1,879.00	0.00
EQ	7/1/2007	Yankees Stadium, NY	Equipment	4,943.36	0.00	0.00	494.33	988.68	988.68	1,828.19	0.00
EQ	8/1/2007	Yankees Stadium, NY	Equipment	56,721.31	0.00	0.00	7,599.53	18,022.92	18,022.92	2,741.53	0.00
EQ	9/1/2007	Yankees Stadium, NY	Equipment	7,389.98	0.00	0.00	0.00	0.00	0.00	3,173.83	0.00
EQ	10/1/2007	Yankees Stadium, NY	Equipment	9,062.87	0.00	0.00	0.00	0.00	0.00	1,476.24	0.00
EQ	1/26/2008	Yankees Stadium, NY	Equipment	20,772.78	0.00	0.00	0.00	0.00	0.00	4,184.40	0.00
EQ	5/31/2008	Yankees Stadium, NY	Equipment	8,389.11	0.00	0.00	0.00	0.00	0.00	8,309.04	0.00
EQ	6/30/2008	Yankees Stadium, NY	Equipment	1,786.77	0.00	0.00	0.00	0.00	0.00	2,769.80	0.00
EQ	5/31/2009	Yankees Stadium, NY	Equipment	132,717.33	0.00	0.00	0.00	0.00	0.00	17,695.68	0.00
EQ	1/2/2005	4 401 Park Ave NY	Convergent Media Systems	60,551.89	0.00	0.00	34,155.06	56,889.15	57,996.49	43,028.16	0.00
EQ	7/1/2005	17 401 Park Ave NY	Convergent Deposit	10,000.00	0.00	0.00	12,110.38	12,110.38	12,110.38	60,551.94	0.00
EQ	2/28/2009	Diversified	AMN/TV equipment - deposit	51,095.120	0.00	0.00	50,000.00	2,000.00	2,000.00	8,500.08	0.00
EQ	5/31/2009	Diversified	AMN/TV equipment - credit and returns	383,213.40	0.00	0.00	141,103.38	141,103.38	141,103.38	25,547.55	0.00
EQ	6/30/2009	Diversified	AMN/TV equipment - rebilled	(127,737.80)	0.00	0.00	0.00	0.00	0.00	(19,160.67)	0.00
EQ	3/31/2009	Daktronics	Data feed integration	8,348.80	0.00	0.00	0.00	0.00	0.00	(6,386.98)	0.00
EQ	4/30/2009	Diversified	AMN/TV equipment - accrual (Diversified)	417,297.40	0.00	0.00	0.00	0.00	0.00	1,391.50	0.00
EQ	5/31/2009	Diversified	Reversal of accrual (Diversified)	(417,297.40)	0.00	0.00	0.00	0.00	0.00	6,954.96	0.00
EQ	4/30/2009	CRJ	Rentall - accrual (CRJ)	75,513.80	0.00	0.00	0.00	0.00	0.00	(6,954.96)	0.00
EQ	9/07/4408.82	(11,107,698.53)	7,966,748.51	170,880.44	559,679.31	940,588.30	1,578,197.87	1,580,492.01	4,571,045.13	3,953,699.20	131,780.18
EQ	6,175,512.41	1,791,233.10									
F&F	7/1/2005	18 401 Park Ave NY	9 Manual roll-up solar shades	2,425.92	0.00	0.00	485.18	485.18	485.18	2,062.01	40.43
F&F	19 401 Park Ave NY	Refrigerator	548.92	27.45	0.00	109.78	109.78	109.78	109.78	466.60	9.15
F&F	20 401 Park Ave NY	Printer	1,050.16	69.16	0.00	129.22	129.22	129.22	129.22	599.19	11.77
F&F	21 401 Park Ave NY	Furniture & chairs	2,480.81	124.04	0.00	496.16	496.16	496.16	496.16	2,108.72	41.35
F&F	22 401 Park Ave NY	Furniture	2,480.81	124.04	0.00	215.48	287.31	287.31	287.31	1,077.38	23.94
F&F	23 401 Park Ave NY	Furniture	1,436.56	1,436.56	0.00	0.00	1,618.94	1,618.94	1,618.94	3,237.86	134.91
F&F	24 401 Park Ave NY	Plasma display	8,094.68	0.00	0.00	0.00	0.00	0.00	0.00	5,691.35	247.45
F&F	25 401 Park Ave NY	Writing	14,846.98	0.00	0.00	0.00	0.00	0.00	0.00	28,425.39	1,353.59
F&F	26 401 Park Ave NY	Furniture	8,121.560	0.00	0.00	0.00	0.00	0.00	0.00	5,297.20	279.80
F&F	27 401 Park Ave NY	Furniture	16,793.00	0.00	0.00	0.00	0.00	0.00	0.00	3,585.32	159.50
F&F	28 401 Park Ave NY	Furniture	1,436.56	1,436.56	0.00	0.00	265.28	265.28	265.28	789.84	43.88
F&F	29 401 Park Ave NY	Plasma display	2,632.97	0.00	0.00	0.00	0.00	0.00	0.00	1,444.68	55.39
F&F	30 401 Park Ave NY	Furniture	5,723.67	0.00	0.00	0.00	0.00	0.00	0.00	1,526.24	95.39
F&F	31 401 Park Ave NY	Furniture	25,530.59	0.00	0.00	1,615.46	1,687.29	34,599.38	50,700.00	88,952.13	4,225.00
F&F	32 401 Park Ave NY	Furniture	16,773.20	0.00	0.00	0.00	0.00	0.00	0.00	6,709.20	279.55
F&F	33 401 Park Ave NY	Writing	15,653.45	0.00	0.00	0.00	0.00	0.00	0.00	3,130.68	379.58
F&F	34 401 Park Ave NY	Various	3,039.00	0.00	0.00	0.00	0.00	0.00	0.00	6,186.00	280.89
F&F	35 401 Park Ave NY	Plasma display	30,930.00	0.00	0.00	0.00	0.00	0.00	0.00	8,348.00	515.50
F&F	36 401 Park Ave NY	Tenant improvements	66,972.45	0.00	0.00	0.00	0.00	0.00	0.00	21,962.24	1,116.20
F&F	37 401 Park Ave NY	Tenant improvements	66,972.45	0.00	0.00	0.00	0.00	0.00	0.00	21,962.24	1,116.20
F&F	38 401 Park Ave NY	Tenant improvements	66,972.45	0.00	0.00	0.00	0.00	0.00	0.00	21,962.24	1,116.20
F&F	39 401 Park Ave NY	Tenant improvements	66,972.45	0.00	0.00	0.00	0.00	0.00	0.00	21,962.24	1,116.20
F&F	40 401 Park Ave NY	Tenant improvements	66,972.45	0.00	0.00	0.00	0.00	0.00	0.00	21,962.24	1,116.20
F&F	41 401 Park Ave NY	Tenant improvements	66,972.45	0.00	0.00	0.00	0.00	0.00	0.00	21,962.24	1,116.20
F&F	42 401 Park Ave NY	Tenant improvements	66,972.45	0.00	0.00	0.00	0.00	0.00	0.00	21,962.24	1,116.20
F&F	43 401 Park Ave NY	Tenant improvements	66,972.45	0.00	0.00	0.00	0.00	0.00	0.00	21,962.24	1,116.20
F&F	44 401 Park Ave NY	Tenant improvements	66,972.45	0.00	0.00	0.00	0.00	0.00	0.00	21,962.24	1,116.20
F&F	45 401 Park Ave NY	Tenant improvements	66,972.45	0.00	0.00	0.00	0.00	0.00	0.00	21,962.24	1,116.20
F&F	46 401 Park Ave NY	Tenant improvements	66,972.45	0.00	0.00	0.00	0.00	0.00	0.00	21,962.24	1,116.20
F&F	47 401 Park Ave NY	Tenant improvements	66,972.45	0.00	0.00	0.00	0.00	0.00	0.00	21,962.24	1,116.20
F&F	48 401 Park Ave NY	Tenant improvements	66,972.45	0.00	0.00	0.00	0.00	0.00	0.00	21,962.24	1,116.20
F&F	49 401 Park Ave NY	Tenant improvements	66,972.45	0.00	0.00	0.00	0.00	0.00	0.00	21,962.24	1,116.20
F&F	50 401 Park Ave NY	Tenant improvements	66,972.45	0.00	0.00	0.00	0.00	0.00	0.00	21,962.24	1,116.20
F&F	51 401 Park Ave NY	Tenant improvements	66,972.45	0.00	0.00	0.00	0.00	0.00	0.00	21,962.24	1,116.20
F&F	52 401 Park Ave NY	Tenant improvements	66,972.45	0.00	0.00	0.00	0.00	0.00	0.00	21,962.24	1,116.20
F&F	53 401 Park Ave NY	Tenant improvements	66,972.45	0.00	0.00	0.00	0.00	0.00	0.00	21,962.24	1,116.20
F&F	54 401 Park Ave NY	Tenant improvements	66,972.45	0.00	0.00	0.00	0.00	0.00	0.00	21,962.24	1,116.20
F&F	55 401 Park Ave NY	Tenant improvements	66,972.45	0.00	0.00	0.00	0.00	0.00	0.00	21,962.24	1,116.20
F&F	56 401 Park Ave NY	Tenant improvements	66,972.45	0.00	0.00	0.00	0.00	0.00	0.00	21,962.24	1,116.20
F&F	57 401 Park Ave NY	Tenant improvements	66,972.45	0.00	0.00	0.00	0.00	0.00	0.00	21,962.24	1,116.20
F&F	58 401 Park Ave NY	Tenant improvements	66,972.45	0.00	0.00	0.00	0.00	0.00	0.00	21,962.24	1,116.20
F&F											

Schedule 2.1(d) – Designated Contracts

Each of the following Contracts (including all amendments, modifications and supplements thereto) shall constitute a Designated Contract:

1. Independent Contractor Agreement with Wayne Aaronson dated October 1, 2009.
2. Independent Contractor Agreement with Scott Kain dated October 1, 2009.
3. Independent Contractor Agreement with Troy Miller dated January 6, 2010.
4. Operating agreement with Diversified Media Group dated October 3, 2008.
5. Network operating services agreement with Diversified Systems / Media Group dated September 5, 2008.
6. Letter Agreement with Diversified Media Group dated March 6, 2009.
7. General Services Agreement with Creative Realities effective January 15, 2008.
8. Agreement with Creative Realities dated March 24, 2009.
9. Agreement with Avaya Financial Services dated August 18, 2005 (and addendums).
10. Agreement with Byron Media dated May 5, 2008.
11. Agreement with STATS LLC dated December 2, 2009.
12. Agreement with Anaheim Ducks Hockey Club, LLC dated October 26, 2009 (Anaheim Ducks).
13. Agreement with Arena Sports Marketing dated January 6, 2009 (Atlanta Hawks/Thrashers)(unsigned).
14. Agreement with Angels Baseball LP dated April 17, 2009 (Los Angeles Angels).
15. Agreement with Atlanta National League Baseball Club, Inc. dated January 1, 2008 (Atlanta Braves).
16. Agreement with Atlanta Braves dated February 2009 (unsigned)(Atlanta Braves).
17. Agreement with Boston Red Sox Baseball Club Limited Partnership dated February 6, 2006 (Boston Red Sox).
18. Agreement with Boston Red Sox dated January 2009 (unsigned)(Boston Red Sox).
19. Agreement with Charlotte Bobcats and Charlotte Bobcats Arena dated October 12, 2005 (Charlotte Bobcats).

20. Agreement with Cavaliers Operating Company, LLC dated December 1, 2009 (Cleveland Cavaliers)(unsigned).

21. Agreement with United Center Joint Venture dated October 1, 2008 (Chicago Bulls/Blackhawks).

22. Agreement with Chicago National League Ball Club, Inc. dated March 31, 2009 (Chicago Cubs).

23. Agreement with Chicago White Sox, Ltd. dated December 15, 2005 (Chicago White Sox).

24. Agreement with Chicago White Sox dated March 2009 (unsigned)(Chicago White Sox).

25. Agreement with Cincinnati Reds L.L.C. dated March 31, 2008 (Cincinnati Reds).

26. Agreement with Cleveland Indians, Inc. dated February 1, 2007 (Cleveland Indians).

27. Agreement with Center Operating Company, L.P. dated April 1, 2004 (term ended)(Dallas Mavericks/Stars).

28. Agreement with The Dallas Cowboys dated August 2009 (unsigned)(Dallas Cowboys).

29. Agreement with Detroit Tigers, Inc. dated January 1, 2006 (Detroit Tigers).

30. Agreement with DC Arena L.P. dated December 17, 2003 and renewal proposal dated November 1, 2007 (Washington Wizards/Capitals).

31. Agreement with Florida Panthers Hockey Club, Ltd. dated November 1, 2008 (Florida Panthers).

32. Agreement with Rocket Ball Ltd., Handsome L.P. and Clutch City Sports & Entertainment dated July 1, 2005 (Houston Rockets).

33. Agreement with Kansas City Royals dated March 4, 2009 (Kansas City Royals).

34. Agreement with Los Angeles Dodgers L.L.C. dated December 15, 2005 (unsigned)(Los Angeles Dodgers).

35. Agreement with Los Angeles Dodgers dated February 2009 (unsigned)(Los Angeles Dodgers).

36. Agreement with Minnesota Timberwolves and Target Center dated October 12, 2005 (term ended) (Minnesota Timberwolves).

37. Agreement with New Jersey Sports & Exposition Authority dated November 1, 2008 (New Jersey Nets).

38. Agreement with New York Islanders Hockey Club, L.P. dated August 15, 2006 (term ended)(New York Islanders).

39. Agreement with Queens Ballpark Company L.L.C. dated July 3, 2007 (New York Mets).

40. Agreement with Madison Square Garden, L.P. dated February 1, 2009 (New York Knicks/Rangers).

41. Agreement with New York Yankees dated November 2008 (unsigned)(New York Yankees).

42. Agreement with Athletics Investment Group L.L.C. dated February 1, 2009 (Oakland As).

43. Agreement with The St. Louis Cardinals, L.L.C. dated January 1, 2007 (St. Louis Cardinals).

44. Agreement with San Francisco Baseball Associates, L.P. dated March 1, 2009 (San Francisco Giants).

45. Agreement with Seattle Mariners Baseball Club dated April 29, 2009 (Seattle Mariners)(unsigned).

46. Agreement with Tampa Bay Arena L.P. d/b/a the St. Pete Times Forum dated November 1, 2008 (Tampa Bay Lightning).

47. Agreement with Tampa Bay Devil Rays Baseball Ltd. dated January 1, 2009 (Tampa Bay Rays).

48. Agreement with Texas Rangers Baseball Partners dated December 1, 2007 (Texas Rangers).

49. Proposal to Utah Jazz (undated)(unsigned)(Utah Jazz).

50. Agreement with Washington Nationals Stadium, LLC effective January 28, 2008 (Washington Nationals).

51. Agreement with Washington Nationals Baseball Club dated January 1, 2009 (unsigned)(Washington Nationals).

52. Agreement with Pro-Football Inc. d/b/a The Washington Redskins dated August 13, 2009 (Washington Redskins).

53. Agreement with GEICO dated October 13, 2009.

54. Agreement with The Richards Group re: GoRving Coalition dated December 10, 2009.

- 55. Agreements with NBC Everywhere re: RE/MAX International (undated).
- 56. Agreement with Merkley & Partners re: Ruth Chris.
- 57. Agreements with CACI re: Army National Guard dated December 23, 2009 and January 20, 2010.
- 58. Agreements with NBC Everywhere re: Time Warner (undated).
- 59. Agreement with Universal McCann re: US Army dated December 9, 2009.
- 60. Agreement with Berdon L.L.P. dated November 24, 2008.
- 61. Agreement with Davis & Gilbert L.L.P. dated November 24, 2008.
- 62. Agreement with NBC Universal Inc. dated June 28, 2007 and amendment dated June 30, 2008.
- 63. Agreement with Sony Electronics Inc. dated July 28, 2008.
- 64. Maintenance agreement with Avaya for the IP Office phone system dated June 21, 2006.
- 65. Lease agreement with Avaya Financial Services for the IP Office phone system dated September 1, 2005.
- 66. Agreements with Covad dated April 2 and 22, 2009 (1 year terms) which provide broadband access to the Oakland A's, Los Angeles Dodgers and San Francisco Giants venues (other agreements with Covad are on a month to month basis).

Schedule 2.1(g) – Trademarks

1. Arena Media Networks
2. AMNtv
3. AMNds
4. the AMN logo
5. the domain name arena-media.com
6. the domain name arenamedianetworks.com

Schedule 2.2(c) – Excluded Contracts

1. Amended and Restated Employment Agreement with Thomas Kiernan dated October 31, 2007.
2. Termination of Employment with Thomas Kiernan dated January 23, 2009.
3. Employment Agreement with James McDade dated June 6, 2007.
4. Agreement with James McDade dated December 8, 2008.
5. Amended and Restated Employment Agreement with David Roberts dated October 31, 2007.
6. Amended and Restated Employment Agreement with Arthur Williams dated October 31, 2007.
7. Independent Contractor Agreement with David Dehaen dated October 1, 2009 (unsigned).
8. Independent Contractor Agreement with Martin Mylott dated April 18, 2008.
9. Independent Contractor Agreement with Karen Brownstein Ritterman dated July 8, 2009.
10. Independent Contractor Agreement with Anthony Sedita dated June 1, 2009.
11. Securities Purchase and Loan Agreement with BNYH AMN Holdings L.L.C. and BNYH AMN Parallel Holdings L.L.C. dated October 31, 2007 and amendments dated July 7, 2008, October 10, 2008, November 14, 2008 and March 30, 2009. Pledge and Security Agreement with BNYH AMN Holdings L.L.C. dated October 31, 2007.
12. Agreement with Cleveland Browns dated January 27, 2009 (term ended)(Cleveland Browns).
13. Agreement with Pacers Basketball Corporation dated October 1, 2004 (term ended)(Indianapolis Pacers).
14. Agreement with Golden State Warriors dated August 20, 2004 (Golden State Warriors).
15. Agreement with San Antonio Spurs L.L.C. dated November 1, 2004 (San Antonio Spurs).
16. Agreement with San Diego Ballpark Funding, L.L.C. dated February 1, 2006.
17. Agreement with Icon International Inc. dated June 17, 2008.

18. Agreement with Klestadt & Winters LLP dated January 26, 2010.
19. Agreement with the Nielsen Company dated March 30, 2009.
20. Agreement with Petsky Prunier L.L.C. dated June 17, 2008.
21. Agreement with Squire Sanders dated August 28, 2009.
22. Agreement with Oxford Health Insurance Inc. dated December 1, 2008.
23. Agreement with CSNK Working Capital Finance Corp. d/b/a Bay View Funding dated June 24, 2009 (terminated).
24. Agreement with Paetec Communications dated May 11, 2006 and amendments dated January 25, 2008.
25. Agreement with InfoHighway Communications (Broadview) dated May 25, 2007.
26. Agreement with New Boston Garden Corporation, dated September 1, 2004 (term ended)(Boston Celtics/Bruins).
27. Agreement with Colorado Rockies Baseball Club, Ltd. dated April 13, 2007 (Colorado Rockies).
28. Agreement with Colorado Rockies Baseball Club dated May 2009 (unsigned)(Colorado Rockies).
29. Agreement with Houston Astros, L.L.C. dated February 20, 2007 (unsigned)(Houston Astros).
30. Agreement with South Florida Stadium Corporation dated December 1, 2004 (Miami Dolphins).
31. Agreement with Milwaukee Brewers Baseball Club Limited Partnership dated November 1, 2006 (Milwaukee Brewers).
32. Agreement with Orlando Magic, Ltd. dated November 30, 2008 (Orlando Magic).

Note: The Agreement between Seller and Brook L.L.P., dated January 9, 2009, is neither being assumed or rejected as of the Closing.

Schedule 4.2(c) – Purchase Price Allocation

Within ninety (90) days after the Closing Date, the Purchaser and the Seller shall use commercially reasonable efforts to agree upon an allocation of the Purchase Price conforming with the requirements of Section 1060 of the Internal Revenue Code. The Seller and the Purchaser each agree that, to the extent permitted by applicable law, it will adopt and utilize the amounts so allocated to each asset or class of assets for purposes of all federal, state and other income Tax Returns of any nature filed by it and that it will not voluntarily take any position inconsistent therewith upon examination of any such Tax Returns, in any claim for refund, in any litigation or otherwise with respect to such Tax Returns. Should the parties fail to agree, each shall be free to establish its own allocation for all purposes, including its own Tax filings.

Schedule 5.2(b) – Consents

The Fourth Amended and Restated Limited Liability Company Agreement of Arena Media Networks LLC requires the affirmative written consent of the Preferred Unitholders holding a majority of the outstanding Preferred Units prior to consummation of the proposed transaction. A written consent authorizing the execution of this Asset Purchase Agreement was received from BNYH AMN Holdings LLC on February 8, 2010.

Schedule 5.5(a)(i) – Owned Intellectual Property

1. The Company owns the domain names arena-media.com and arenamedianetworks.com.
2. Following payment, the Company will own the graphical user interface (“*GUI*”) developed by Diversified Media Group for the AMNtv product. The GUI was work made for hire and was coded in C#.NET as a Microsoft “WinForms” application under the Operating agreement with Diversified Media Group dated October 3, 2008.

Schedule 5.5(a)(ii) – Licensed Intellectual Property

The Company has limited rights to use third-party trademarks and logos under the following agreements:

1. Agreement with Anaheim Ducks Hockey Club, LLC dated October 26, 2009.
2. Agreement with Arena Sports Marketing dated January 6, 2009 (Atlanta Hawks/Thrashers)(unsigned).
3. Agreement with Angels Baseball LP dated April 17, 2009.
4. Agreement with Atlanta National League Baseball Club, Inc. dated January 1, 2008.
5. Agreement with Atlanta Braves dated February 2009 (unsigned).
6. Agreement with New Boston Garden Corporation, dated September 1, 2004 (term ended).
7. Agreement with Boston Red Sox Baseball Club Limited Partnership dated February 6, 2006.
8. Agreement with Boston Red Sox dated January 2009 (unsigned).
9. Agreement with Charlotte Bobcats and Charlotte Bobcats Arena dated October 12, 2005.
10. Agreement with Cavaliers Operating Company, LLC dated December 1, 2009.
11. Agreement with United Center Joint Venture dated October 1, 2008.
12. Agreement with Chicago National League Ball Club, Inc. dated March 31, 2009.
13. Agreement with Chicago White Sox, Ltd. dated December 15, 2005.
14. Agreement with Chicago White Sox dated March 2009 (unsigned).
15. Agreement with Cincinnati Reds L.L.C. dated March 31, 2008.
16. Agreement with Cleveland Browns dated January 27, 2009 (term ended).
17. Agreement with Cleveland Indians, Inc. dated February 1, 2007.
18. Agreement with Colorado Rockies Baseball Club, Ltd. dated April 13, 2007.
19. Agreement with Colorado Rockies Baseball Club dated May 2009 (unsigned).
20. Agreement with Center Operating Company, L.P. dated April 1, 2004 (term ended).

21. Agreement with The Dallas Cowboys dated August 2009 (unsigned).
22. Agreement with Detroit Tigers, Inc. dated January 1, 2006.
23. Agreement with DC Arena L.P. dated December 17, 2003 and renewal proposal dated November 1, 2007.
24. Agreement with Florida Panthers Hockey Club, Ltd. dated November 1, 2008.
25. Agreement with Golden State Warriors dated August 20, 2004.
26. Agreement with Houston Astros, L.L.C. dated February 20, 2007 (unsigned).
27. Agreement with Rocket Ball Ltd., Handsome L.P. and Clutch City Sports & Entertainment dated July 1, 2005.
28. Agreement with Kansas City Royals dated March 4, 2009.
29. Agreement with Los Angeles Dodgers L.L.C. dated December 15, 2005 (unsigned).
30. Agreement with Los Angeles Dodgers dated February 2009 (unsigned).
31. Agreement with South Florida Stadium Corporation dated December 1, 2004.
32. Agreement with Milwaukee Brewers Baseball Club Limited Partnership dated November 1, 2006.
33. Agreement with Minnesota Timberwolves and Target Center dated October 12, 2005 (term ended).
34. Agreement with New Jersey Sports & Exposition Authority dated November 1, 2008.
35. Agreement with New York Islanders Hockey Club, L.P. dated August 15, 2006 (term ended).
36. Agreement with Pacers Basketball Corporation dated October 1, 2004 (term ended).
37. Agreement with Queens Ballpark Company L.L.C. dated July 3, 2007.
38. Agreement with Madison Square Garden, L.P. dated February 1, 2009.
39. Agreement with New York Yankees dated November 2008 (unsigned).
40. Agreement with Athletics Investment Group L.L.C. dated February 1, 2009 (Oakland As).
41. Agreement with Orlando Magic, Ltd. dated November 30, 2008.
42. Agreement with The St. Louis Cardinals, L.L.C. dated January 1, 2007.

43. Agreement with San Antonio Spurs L.L.C. dated November 1, 2004.
44. Agreement with San Diego Ballpark Funding, L.L.C. dated February 1, 2006.
45. Agreement with San Francisco Baseball Associates, L.P. dated March 1, 2009.
Agreement with Seattle Mariners Baseball Club dated April 29, 2009 (Seattle Mariners)(unsigned).
46. Agreement with Tampa Bay Arena L.P. d/b/a the St. Pete Times Forum dated November 1, 2008.
47. Agreement with Tampa Bay Devil Rays Baseball Ltd. dated January 1, 2009.
48. Agreement with Texas Rangers Baseball Partners dated December 1, 2007.
49. Proposal to Utah Jazz (undated)(unsigned).
50. Agreement with Washington Nationals Stadium, LLC effective January 28, 2008.
51. Agreement with Washington Nationals Baseball Club dated January 1, 2009 (unsigned).
52. Agreement with Pro-Football Inc. d/b/a The Washington Redskins dated August 13, 2009.
53. Agreement with GEICO dated October 13, 2009.
54. Agreement with The Richards Group re: GoRving Coalition dated December 10, 2009.
55. Agreements with NBC Everywhere re: RE/MAX International (undated).
56. Agreement with Merkley & Partners re: Ruth Chris.
57. Agreements with CACI re: Army National Guard dated December 23, 2009 and January 20, 2010.
58. Agreements with NBC Everywhere re: Time Warner (undated).
59. Agreement with Universal McCann re: US Army dated December 9, 2009.
60. Agreement with NBC Universal Inc. dated June 28, 2007 and amendment dated June 30, 2008.

Schedule 5.6(a)(ii) – Websites

The Company owns the domain names arena-media.com and arenamedianetworks.com.

Schedule 5.7 (a) – Material Contracts

1. Schedule 2.1(d) (*Designated Contracts*) and Schedule 2.2(c) (*Excluded Contracts*) are incorporated herein by reference.

Schedule 5.7(b) – Breach or default

The Company is not in compliance with the payment provisions of many of its team agreements, vendor obligations and severance obligations and has received the following notices of default and non-compliance:

1. The Company received a letter from Angels Baseball LP dated February 3, 2010 which identifies that the Company is in material breach of the Agreement for failure to pay \$75,000 by December 31, 2010.
2. The Company received a letter from the Atlanta National League Baseball Club, Inc. (“*ANLBC*”) dated January 1, 2010 demanding that the Company pay \$225,000 no later than March 31, 2010, otherwise, ANLBC will terminate the Agreement for material breach.
3. The Company entered into a stipulation of settlement with Brook LLC on December 17, 2009 which acknowledged a \$108,332.03 past due obligation and execution of a warrant of eviction was stayed for the Company to make monthly payments of \$18,055.34 between February 1 and July 1, 2010 in addition to current rent.
4. The Company received an email from the Cincinnati Reds on November 5, 2009 identifying that the Company is in default of the agreement and that it has thirty days to cure the default.
5. The Company received a letter from the Chicago Cubs Baseball Club, LLC dated January 12, 2010 notifying the Company of its intention to terminate the agreement if payment of \$262,500 is not received on or before January 27, 2010.
6. The Company received a letter from the Cleveland Browns dated December 11, 2009 identifying that if the \$75,000 balance due is not received by January 15, 2010, the Cleveland Browns may be forced to take legal action.
7. The Company received a letter from Icon International Inc. dated July 14, 2009 in relation to past due balances of \$255,400.00. The letter identifies that Icon shall pursue all rights and remedies available unless payment of the past due amount is received on or before July 21, 2009. Since this date, the Company has paid \$40,334.50 in relation to equipment purchased from Icon.
8. The Company was summoned to answer a complaint filed by Thomas Kiernan on January 25, 2010 in relation to damages for breach of contract seeking damages in excess of \$117,187.
9. The Company received a letter from Kenneth Kirschner, Esquire on behalf of Nielsen Media Research dated January 20, 2010 in relation to a \$10,000 debt.
10. The Company received a letter from Lyon Collection Services on behalf of Nielsen Media Research dated December 28, 2009 in relation to a \$15,000 debt.

11. The Company received a letter from Brian Oberman on behalf of Nielsen Media Research dated January 10, 2010 in relation to a \$10,000 debt.

12. The Company was summoned on February 10, 2010 to answer a complaint filed by Pacers Sports & Entertainment in relation to breach of contract. The complaint seeks unspecified damages.

13. The Company received a letter from Marcus & Partners, Inc. in relation to an obligation to Sage Software of \$1,297.

14. The Company received a letter from Bracewell & Giuliani LLP, legal counsel for the San Antonio Spurs, LLC (the "Spurs") dated September 15, 2009 in relation to outstanding and past due balances of \$75,000. The letter provides ten day notice to cure all amounts in default under the Agreement. Under the agreement, the Spurs may terminate the agreement if AMN materially breaches the agreement and fails to cure such breach within 10 days written notice.

15. The Company received a letter from Biehl & Biehl dated December 7, 2009 and a letter from Meyers, Saxon & Cole dated January 7, 2010 in relation to the \$50,000 owed to the St. Louis Cardinals.

* * *

The following agreements either prohibit assignment, identify that a bankruptcy filing by the Company represents an event of default or allow the team to terminate in the event of a bankruptcy filing:

1. Agreement with Arena Sports Marketing ("ASM") dated January 6, 2009 (Atlanta Hawks/Thrashers)(unsigned) prohibits assignment and provides that ASM may terminate the agreement immediately if any petition is filed by or against Company and such petition is not dismissed within twenty days after the date of such filing.

2. Agreement with Atlanta National League Baseball Club, Inc. dated January 1, 2008 provides that the Agreement may be terminated by ANLBC if any petition is filed by or against the Company under any bankruptcy law and such petition is not dismissed within twenty days after the date of such filing.

3. Agreement with Boston Red Sox Baseball Club Limited Partnership ("BRS") dated February 6, 2006 provides that BRS may terminate the agreement if the Company shall file a petition in voluntary bankruptcy.

4. Agreement with Colorado Rockies Baseball Club, Ltd. ("CR") dated April 13, 2007 provides that CR may terminate the agreement if any petition is filed by or against Company and such petition is not dismissed within twenty days after the date of such filing.

5. Agreement with Houston Astros, L.L.C. dated February 20, 2007 (unsigned) provides that either party may terminate the agreement if the other party files a petition seeking relief under the United States Bankruptcy Code.

6. Agreement with Pacers Basketball Corporation ("PBC") dated October 1, 2004 (term ended) provides that the agreement is not assignable without the prior written consent of PBC and the Company is in default if it takes the benefit of any insolvency act.

7. Agreement with Los Angeles Dodgers L.L.C. dated December 15, 2005 (unsigned) provides that the Dodgers have the right to terminate with five days notice if the other party becomes subject to any proceeding under any bankruptcy or insolvency law.

8. Agreement with New York Yankees dated November 2008 (unsigned) provides that an event of default if the Company voluntarily files for bankruptcy.

9. Agreement with Pro-Football Inc. d/b/a The Washington Redskins dated August 13, 2009 provides that the filing of a voluntary petition in bankruptcy is an event of default and The Washington Redskins may terminate the agreement by written notice.

10. General Services Agreement with Creative Realities effective January 15, 2008 provides that either party may terminate for cause upon the commencement of a bankruptcy.

11. Agreement with CSNK Working Capital Finance Corp. d/b/a Bay View Funding dated June 24, 2009 (terminated) provides an event of default if a case is commenced under the United States Bankruptcy Code.

12. Letter Agreement with Diversified Media Group dated March 6, 2009 provides an event of default if the Company sold all or a substantial portion of its respective assets or the Company filed a voluntary petition in bankruptcy.

13. Agreement with NBC Universal Inc. dated June 28, 2007 provides that the agreement can not be assigned without the prior written consent of the other party.

14. Securities Purchase and Loan Agreement with BNYH AMN Holdings L.L.C. and BNYH AMN Parallel Holdings L.L.C. dated October 31, 2007 provides an event of default upon the commencement of a bankruptcy proceeding.

Schedule 5.7(b) – Largest Vendors and Advertising Customers

Ten Largest Vendors

Atlanta Braves
Boston Red Sox
Brook LLC
Chicago Bulls
Chicago Cubs
Chicago White Sox
Creative Realities
New York Mets
New York Yankees
San Francisco Giants (China Basin Ballpark Company)

Refer to Schedule 5.7(b) with respect to the Atlanta Braves and Brook LLC for vendors which have threatened to cancel or otherwise terminate their relationship with the Company.

Ten Largest Advertising Customers

Army
GEICO
GoRV
Hilton
Novartis
Jim Beam
Fox Broadcasting
BP
Epix
Bank of America

Advertising time on the Company's network for the customers listed above is typically purchased in flights which range from a month to a season. To date for 2010, there has been no advertising time purchased by Hilton, Novartis, Jim Beam, BP, Epix or Bank of America.

Schedule 5.10 – Compliance Failures

None.

Schedule 5.10(b) – Permits

None.

Schedule 5.14 – Employees

[Schedule 5.14 contains confidential information and has been intentionally omitted.
A copy of this schedule may be obtained from the Seller on a confidential basis.]